

# Exhibit 1

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

Plaintiff	All Claims	Consumer Protection	Fraudulent Concealment	Implied Warranty	Unjust Enrichment
<b>California</b>					
1. Basseri, Chimen SUF ¶¶ 141-48	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Owned Service Parts Vehicle that was not defective 5. Cannot obtain injunctive relief	1. Cannot prove reliance 2. Would not have been aware of defect if disclosed 3. No misrepresentation claim because no evidence re advertisements 4. No misrepresentation claim because does not claim advertisements were untrue	1. Cannot prove reliance 2. Would not have been aware of defect if disclosed	1. Barred by substantial use of vehicle 2. Used car purchaser to whom Song-Beverly Act does not apply	1. Barred by adequate remedy at law 2. Barred by warranty 3. Used car purchaser who did not provide benefit to New GM
2. Cereceres, Kellie SUF ¶¶ 149-56	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because no evidence re advertisements 2. No misrepresentation claim because does not claim advertisements were untrue		1. Barred by substantial use of vehicle	1. Barred by adequate remedy at law 2. Barred by warranty
3. Orosco, Santiago SUF ¶¶ 157-65	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. Would not have been aware of defect if disclosed 2. No misrepresentation claim because did not view advertisements 3. No misrepresentation claim because New GM not liable for dealer statements	1. Would not have been aware of defect if disclosed	1. Barred by substantial use of vehicle 2. Barred because New GM was not “seller” of Old GM vehicle	1. Barred by adequate remedy at law 2. Barred by warranty

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<b>Plaintiff</b>	<b>All Claims</b>	<b>Consumer Protection</b>	<b>Fraudulent Concealment</b>	<b>Implied Warranty</b>	<b>Unjust Enrichment</b>
4. Padilla, David SUF ¶¶ 166-73	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Owned Service Parts Vehicle that was not defective 5. Cannot obtain injunctive relief	1. Cannot prove reliance 2. Would not have been aware of defect if disclosed 3. No misrepresentation claim because did not view advertisements 4. No misrepresentation claim because New GM not liable for dealer statements	1. Cannot prove reliance 2. Would not have been aware of defect if disclosed	1. Barred by substantial use of vehicle	Dismissed because barred by warranty in <i>TACC MTD Opinion</i>
5. Thomas, Michelle SUF ¶¶ 174-81	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because New GM not liable for dealer statements 2. No misrepresentation claim because statements are puffery 3. Old GM car purchaser so New GM did not have duty to disclose 4. Old GM car purchaser so New GM did not have post-sale duty to warn	1. Old GM car purchaser so New GM did not have duty to disclose 2. Old GM car purchaser so New GM did not have post-sale duty to warn	1. Barred by substantial use of vehicle 2. Barred because New GM was not “seller” of Old GM vehicle 3. Used car purchaser to whom Song-Beverly Act does not apply	1. Barred by adequate remedy at law 2. Used car purchaser who did not provide benefit to New GM

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Plaintiff	All Claims	Consumer Protection	Fraudulent Concealment	Implied Warranty	Unjust Enrichment
<b>Missouri</b>					
6. Akers, Brad SUF ¶¶ 236-43	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. Owned Service Parts Vehicle that was not defective 4. Cannot obtain injunctive relief	1. No misrepresentation claim because no evidence re advertisements 2. No misrepresentation claim because New GM not liable for dealer statements		1. No manifest defect 2. Damages barred by express warranty 3. Time-barred by statute 4. Time-barred by express warranty 5. Barred by substantial use of vehicle 6. Barred because New GM was not “seller” of Old GM vehicle	1. Barred by adequate remedy at law 2. Barred by warranty
7. Hamilton, Deloris SUF ¶¶ 244-51	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements 2. No misrepresentation claim because New GM not liable for dealer statements 3. Old GM car purchaser so New GM did not have duty to disclose	1. Old GM car purchaser so New GM did not have duty to disclose	1. No manifest defect 2. Damages barred by express warranty 3. Time-barred by express warranty 4. Barred by substantial use of vehicle 5. Barred because New GM was not “seller” of Old GM vehicle	1. Barred by adequate remedy at law 2. Used car purchaser who did not provide benefit to New GM

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<b>Plaintiff</b>	<b>All Claims</b>	<b>Consumer Protection</b>	<b>Fraudulent Concealment</b>	<b>Implied Warranty</b>	<b>Unjust Enrichment</b>
8. Hawkins, Cynthia SUF ¶¶ 252-58	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Owned Service Parts Vehicle that was not defective 5. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements 2. No misrepresentation claim because New GM not liable for dealer statements		Dismissed for no manifest defect by <i>TACC MTD Opinion</i>	1. Barred by adequate remedy at law 2. Used car purchaser who did not provide benefit to New GM
9. Robinson, Ronald SUF ¶¶ 266-74	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because statements are puffery	1. Cannot prove reliance	Dismissed for no manifest defect by <i>TACC MTD Opinion</i>	1. Barred by adequate remedy at law 2. Used car purchaser who did not provide benefit to New GM
10. Stefano, Mario SUF ¶¶ 275-84	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements	1. Cannot prove reliance	1. No manifest defect 2. Damages barred by express warranty 3. Barred by substantial use of vehicle	1. Barred by adequate remedy at law 2. Barred by warranty 3. Used car purchaser who did not provide benefit to New GM
11. Tinen, Christopher SUF ¶¶ 285-94	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. Sold vehicle before recalls 4. No recoverable lost time damages 5. Cannot obtain injunctive relief	1. No misrepresentation claim because lack of evidence re advertisements 2. No misrepresentation claim because does not claim advertisements were untrue 3. No misrepresentation claim because New GM not liable for dealer statements		1. Damages barred by express warranty 2. Time-barred by statute 3. Time-barred by express warranty	1. Barred by adequate remedy at law 2. Barred by warranty

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Plaintiff	All Claims	Consumer Protection	Fraudulent Concealment	Implied Warranty	Unjust Enrichment
<b>Texas</b>					
12. Al-ghamdi, Gareebah SUF ¶¶ 304-311	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No manifest defect 4. No recoverable lost time damages 5. Cannot obtain injunctive relief	1. Cannot prove reliance 2. No misrepresentation claim because did not view advertisements 3. Old GM car purchaser so New GM did not have duty to disclose 4. Old GM car purchaser so New GM did not have post-sale duty to warn 5. Cannot prove unconscionability because New GM mitigated by recalls 6. Cannot prove unconscionability because does not lack sophistication	Dismissed by FACC MTD Opinion	1. Damages barred by express warranty 2. Time-barred by statute 3. Time-barred by express warranty 4. Barred because New GM was not “seller” of Old GM vehicle	Dismissed by FACC MTD Opinion
13. Bacon, Dawn SUF ¶¶ 312-18	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No recoverable lost time damages 4. Cannot obtain injunctive relief	1. No misrepresentation claim because statements are puffery 2. Old GM car purchaser so New GM did not have duty to disclose 3. Old GM car purchaser so New GM did not have post-sale duty to warn 4. Cannot prove unconscionability because New GM mitigated by recalls	Dismissed by FACC MTD Opinion	1. Damages barred by express warranty 2. Time-barred by express warranty 3. Barred because New GM was not “seller” of Old GM vehicle	Dismissed by FACC MTD Opinion

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<b>Plaintiff</b>	<b>All Claims</b>	<b>Consumer Protection</b>	<b>Fraudulent Concealment</b>	<b>Implied Warranty</b>	<b>Unjust Enrichment</b>
14. Fuller, Dawn SUF ¶¶ 319-25	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No manifest defect 4. No recoverable lost time damages 5. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements 2. Old GM car purchaser so New GM did not have duty to disclose 3. Old GM car purchaser so New GM did not have post-sale duty to warn 4. Cannot prove unconscionability because New GM mitigated by recalls	Barred under <i>FACC MTD Opinion</i>	1. Damages barred by express warranty 2. Time-barred by express warranty 3. Barred by substantial use of vehicle 4. Barred because New GM was not “seller” of Old GM vehicle	Barred under <i>FACC MTD Opinion</i>
15. Graciano, Michael SUF ¶¶ 326-35	1. Recall repairs provide benefit of the bargain 2. No evidence of benefit-of-the-bargain damages 3. No manifest defect 4. No recoverable lost time damages 5. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements 2. No misrepresentation claim because New GM not liable for dealer statements 3. Old GM car purchaser so New GM did not have duty to disclose 4. Old GM car purchaser so New GM did not have post-sale duty to warn 5. Cannot prove unconscionability because New GM mitigated by recalls 6. Cannot prove unconscionability because does not lack sophistication	Dismissed by <i>FACC MTD Opinion</i>	1. Damages barred by express warranty 2. Time-barred by express warranty 3. Barred by substantial use of vehicle 4. Barred because New GM was not “seller” of Old GM vehicle	Dismissed by <i>FACC MTD Opinion</i>

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16. McClellan, Lisa SUF ¶¶ 336-45	<ul style="list-style-type: none"> <li>1. Recall repairs provide benefit of the bargain</li> <li>2. No evidence of benefit-of-the-bargain damages</li> <li>3. No manifest defect</li> <li>4. Returned vehicle before recalls</li> <li>5. No recoverable lost time damages</li> <li>6. Cannot obtain injunctive relief</li> </ul>	<ul style="list-style-type: none"> <li>1. Cannot prove reliance</li> <li>2. No misrepresentation claim because did not view advertisements</li> <li>3. Old GM car purchaser so New GM did not have duty to disclose</li> <li>4. Old GM car purchaser so New GM did not have post-sale duty to warn</li> <li>5. Cannot prove unconscionability because New GM mitigated by recalls</li> </ul>	Dismissed by <i>FACC MTD Opinion</i>	<ul style="list-style-type: none"> <li>1. Damages barred by express warranty</li> <li>2. Time-barred by express warranty</li> <li>3. Barred because New GM was not “seller” of Old GM vehicle</li> </ul>	Dismissed by <i>FACC MTD Opinion</i>

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH SUCCESSOR LIABILITY PLAINTIFF**

Plaintiff	All Claims	Consumer Protection	Fraudulent Concealment	Implied Warranty	Unjust Enrichment
<b>Missouri</b>					
17. Robinson, Kenneth SUF ¶¶ 259-65	1. No direct claims against New GM because purchased before July 10, 2009 2. Recall repairs provide benefit of the bargain 3. No evidence of benefit-of-the-bargain damages 4. Sold vehicle before recalls 5. No recoverable lost time damages 6. Owned Service Parts Vehicle that was not defective 7. Cannot obtain injunctive relief	1. No misrepresentation claim because did not view advertisements 2. No misrepresentation claim because New GM not liable for dealer statements		1. No manifest defect 2. Damages barred by express warranty 3. Time-barred by statute 4. Time-barred by express warranty	1. Barred by adequate remedy at law 2. Barred by warranty
18. Witherspoon, Patrice SUF ¶¶ 295-303	1. No direct claims against New GM because purchased before July 10, 2009 2. Recall repairs provide benefit of the bargain 3. No evidence of benefit-of-the-bargain damages 4. No recoverable lost time damages 5. Cannot obtain injunctive relief	1. No misrepresentation claim because New GM not liable for dealer statements 2. No misrepresentation claim because statements are puffery		1. No manifest defect 2. Damages barred by express warranty 3. Time-barred by statute 4. Time-barred by express warranty 5. Barred by substantial use of vehicle	1. Barred by adequate remedy at law 2. Barred by warranty

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

Plaintiff	<b>Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy California</b>
19. Barker, Patricia SUF ¶¶ 182-88	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because not aware of Old GM bankruptcy in 2009</li> <li>8. Cannot obtain injunctive relief</li> </ul>
20-21. Benton, Michael & Sylvia SUF ¶¶ 189-94	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Purchased from unaffiliated used car dealer unlikely to disclose information about defects</li> <li>8. Cannot obtain injunctive relief</li> </ul>
22. Brown, Kimberly SUF ¶¶ 195-201	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because did not see or rely on New GM advertisements or other materials that could have disclosed defects</li> <li>8. Cannot obtain injunctive relief</li> </ul>
23. Hardin, Crystal SUF ¶¶ 202-08	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Cannot obtain injunctive relief</li> </ul>

**SUMMARY OF REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

Plaintiff	Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy
24. Malaga, Javier SUF ¶¶ 209-14	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Purchased from unaffiliated used car dealer unlikely to disclose information about defects</li> <li>8. Cannot obtain injunctive relief</li> </ul>
25. Mattos, Winifred SUF ¶¶ 215-21	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because did not see or rely on New GM advertisements or other materials that could have disclosed defects</li> <li>8. Cannot obtain injunctive relief</li> </ul>
26. Ramirez, Esperanza SUF ¶¶ 222-28	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because not aware of Old GM bankruptcy in 2009</li> <li>8. Cannot obtain injunctive relief</li> </ul>
27. Rukeyser, William SUF ¶¶ 229-34	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Owned Service Parts Vehicle that was not defective</li> <li>7. Old GM car purchaser so New GM did not have duty to warn</li> <li>8. Cannot obtain injunctive relief</li> </ul>

**SUMMARY OF REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

Plaintiff	Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy Texas
28. Henry, Shenyesa SUF ¶¶ 346-50	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Because no direct transaction with New GM, cannot bring any fraudulent concealment claim</li> <li>8. No manifest defect and so no basis on which to file bankruptcy claim</li> <li>9. Cannot obtain injunctive relief</li> </ul>
29. Simmons, Lisa SUF ¶¶ 351-58	<ul style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Because no direct transaction with New GM, cannot bring any fraudulent concealment claim</li> <li>8. No manifest defect and so no basis on which to file bankruptcy claim</li> <li>9. Cannot obtain injunctive relief</li> </ul>